

NATIONAL ASSOCIATION

RECORDATION No. 150 Filed 1425

8501 West Higgins Road Chicago, Illinois 60631 312/693-5555

FEB 19 1980 -2 45 PM

INTERSTATE COMMERCE COMMISSION No. 0 - 050A087

Secretary of the Interstate

Commerce Commission Washington, D.C. 20423 Date FEB 1 9 1980

ICC Washington, D. C.

Enclosed for recording please find original and two counterparts of a security agreement evidencing the mortgage of certain trailers which may be used periodically as rolling stock.

The parties to the transaction are Acme Motor Freight Service, Inc., 3333 South Iron Street, Chicago, Illinois 60608 the grantor of a security interest in the property hereinafter described; O'Hare International Bank, N.A., 8501 West Higgins Road, Chicago, Illinois the secured party: Irwin R. Bender, 593 Orchard Lane, Glencoe, Illinois, Darrell W. Sutton, 9048 Oakwood Drive, Hickory Hills, Illinois, and James Falcione, 6 N 581 Glendale Road, Medina, Illinois who are quarantors of the indebtedness of Nu-Way Shippers Association, Inc., 3333 South Iron Street, Chicago, Illinois the principal debtor.

The equipment covered by the documents submitted herewith is generally described as trailers which may be used from time to time as rolling stock and which are also suitable for use on roads and highways. There are twenty-seven (27) 1973 Strick closed top trailers which respectively bear the following vehicle identification numbers:

> 169802, 169803, 169805 to 169812 inclusive, 169814 through 169830 inclusive

Please return the original documents to Richard Ansenberger, O'Hare International Bank, 8501 West Higgins Road, Chicago, Illinois.

If there are any questions, please call our counsel in Chicago, Robert M. Kamm, collect at (312) RA6-9777.

O'HARE INTERNATIONAL BANK

Small enough to care... big enough to help.



8501 West Higgins Road Chicago, Illinois 60631 312/693-5555

> Secretary of the Interstate Commerce Commission Washington, D.C. 20423

Enclosed for recording please find original and two counterparts of a security agreement evidencing the mortgage of certain trailers which may be used periodically as rolling stock.

The parties to the transaction are I.R.B., Limited, 3333 S. Iron Street, Chicago, Illinois 60608 the grantor of a security interest in the property hereinafter described; O'Hare International Bank, N.A., 8501 West Higgins Road, Chicago, Illinois, the secured party: Irwin R. Bender, 593 Orchard Lane, Glencoe, Illinois, Darrell W. Sutton, 9048 Oakwood Drive, Hickory Hills, Illinois and James Falcione, 6 N 581 Glendale Road, Medina, Illinois who are guarantors of the indebtedness of Nu-Way Shippers Association, Inc., 3333 South Iron Street, Chicago, Illinois the principal debtor.

The equipment covered by the documents submitted herewith is generally described as trailors which may be used from time to time as rolling stock and which are also suitable for use on roads and highways.

- Three (3) 1971 Fruehauf trailer vans, bearing the following vehicle identification numbers: MAN 304206, MAN 304208, MAN 304209
- One (1) 1968 Fruehauf trailer van bearing the following vehicle identification number: MAJ 169602
- One (1) 1966 Fruehauf trailer van bearing the following vehicle identification number: AVG 527924
- One (1) 1964 Strick trailer van bearing the following-vehicle identification number: 57047
- Three (3) 1969 Strick trailer vans bearing the following identification numbers: 121318, 121303, 121308
- One (1) 1967 Highway Trailer 40 foot trailor van bearing the following vehicle identification number: 666764-43

Small enough to care... big enough to help.

Secretary of the Interstate Commerce Commission Washington, D.C. 20423

Please return the original documents to Richard Ansenberger, O'Hare International Bank, 8501 West Higgins Road, Chicago, Illinois.

If there are any questions, please call our counsel in Chicago, Robert M. Kamm, collect at (312) RA6-9777.

O'HARE INTERNATIONAL BANK, N.A.

Lyndon D. Comstock, President

Interstate Commerce Commission Washington, D.C. 20423

2/21/80

OFFICE OF THE SECRETARY

Richard Ansenberger O'Hare International Bank 8501 West Higgins Road Chicago, Illinois 60631

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/19/80 at , and assigned re-2:45pm recordation number (s). 11507

Sincerely yours,

agatha L. Murgenswich Agatha L. Mergenovich

Secretary

Enclosure(s)

SECURITY AGREEMENT No. 1507 Filed 1425

SECONITI AGRI	FEB 19 1980 - 2 45 PM	
Acme Motor Freight Service, Inc., 3333 S. Iron Stree	the const Chicago	
Acme Motor Freight Service, Inc. of 3333 S. Iron Stree (Debtor) (Street Address)	INTERSTATE COMMERCE COMMISSION	
County of		
Description of Collateral: As set forth on Exhibit A	hereto	
to secure payment of and under the guarantee of eve and James Falcione to Bank of indebtedness of Nu-Wa ("the Guarantee")	n date by Irwin R. Bender, Darrell W. Sutton y Shippers Association, Inc. to Bank	
to secure payment of the Debtor's note or notes of even date herewith in the and any and all extensions or renewals thereof in whole or in part, and also a due or to become due, absolute or contingent, and whether several, joint, or The Debtor warrants and agrees:	ny other indebtedness or liabilities now existing or hereafter arising, joint and several, of the Debtor to Bank.	
1. Except for the security interest granted hereby, the Debtor is the cumbrance or other right, title or interest of any other person, firm or corporate. 2. The collateral is used or bought for use, and will be used, primarily	oration. of for (check one):	
Personal, family or household purposes, and the Debtor's residence is the residence is shown in the following space:	at shown at the beginning of this agreement unless a different	
Farming operations, and the Debtor's residence is that shown at the beginn following space:	ning of this agreement unless a different residence is shown in the	
El Business use, and the Debtor's chief place of business is that shown at the	beginning of this agreement unless a different address is shown	
in the following space: 3. Unless a "No" is inserted in the space at the end of this paragraph, the Debtor is acquiring ownership of the collateral from the proceeds of the loan evidenced hereby and by the Debtor's note above referred to, and Bank has been and is authorized to disburse the proceeds of the loan directly to, or the Debtor will remit such proceeds directly to, the seller of the collateral.		
-4The collateral will be kept at the address shown at the beginning	of this agreement unless a different address is shown in the	
5. If the collateral is or is to be attached to, installed in or located of the real estate is as follows:	on real estate in such manner as to become fixtures, the description	
and the Debtor will upon demand by Bank furnish a disclaimer or disclaimers estate, of any right, title, interest or lien upon the collateral prior to the securion. 6. The Debtor will not sell or offer or attempt to sell the collateral or not create or permit to exist any other security interest in or other encumbrance file in any public office covering any property of any kind now or hereafter as the debtor, except the financing statement filed or to be filed in respect of	r any substitutions or accessions, or any interest therein, and will be upon the collateral. There is no financing statement now on	
7. Any one of the following shall constitute an event of default for the purposes hereof: (a) if the Debtor uses the collateral and for its use or operation, or fails to keep the collateral in good repeation, or fails to keep the collateral ingood repeation, or fails to keep the collateral inguod repeation or fails to keep the collateral inguod repeation or fails to keep the collateral inguod repeation or fails to keep the collateral inguod repeating of the fails of keep the collateral inguod repeating of the fails of t		
Code. Debtor acknowledges that this agreement is and shall be effective upon not be necessary for Bank to execute any acceptance hereof or otherwise to	execution by the Debtor and delivery bereaf to Bank and is shall	
Executed by the Debtor, this lst day of Februa	ary , 19.80	
	Acme Motor Freight Service, Inc.	
(Corporate seal and attestation by Secretary, if agreement executed by corporation.)	James Relicione President	
Muss Mull	/	

Exhibit A

- Three (3) 1971 Fruehauf trailor vans, bearing the following vehicle identification numbers: MAN 304206, MAN 304208, MAN 304209
- One (1) 1968 Fruehauf trailor van bearing the following vehicle identification number: MAJ 169602
- One (1) 1966 Fruehauf trailor van bearing the following vehicle identification number: AVG 527924
- One (1) 1964 Strick trailor van bearing the following vehicle identification number: 57047
- Three (3) 1969 Strick trailor vans bearing the following vehicle identification numbers: 121318, 121303, 121308
- One (1) 1967 Highway Trailor 40 foot trailor van bearing the following vehicle identification number: 666764-43

SECURITY AGREEMENT

Acme Motor Freight Service, Inc., 3333 S. Iron Street (Debtor) (Street Address)	in the City of Chicago,	
County of	cago, Illinois (hereinafter called Bank), a security interest in ssions and equipment now or hereafter attached or appertaining	
Description of Colleteral: As set forth on Exhibit A h	ereto	
to secure payment of and under the guarantee of even and James Falcione to Bank of indebtedness of Nu-Way ("the Guarantee")		
to secure paymone of the Debtor's note or notes of even date herowith in the a and any and all extensions or renewals thereof in whole or in part, and also an due or to become due, absolute or contingent, and whether several, joint, or just and Debtor warrants and agrees:	y other indebtedness or liabilities now existing or hereafter arising,	
 Except for the security interest granted hereby, the Debtor is the o cumbrance or other right, title or interest of any other person, firm or corpor The collateral is used or bought for use, and will be used, primarily Personal, family or household purposes, and the Debtor's residence is that 	ation. for (check one):	
residence is shown in the following space:		
☐ Farming operations, and the Debtor's residence is that shown at the beginn following space:		
Business use, and the Debtor's chief place of business is that shown at the in the following space:		
3. Unless a "No" is inserted in the space at the end of this paragraph proceeds of the loan evidenced hereby and by the Debtor's note above referred ceeds of the loan directly to, or the Debtor will remit such proceeds directly to	to, and Bank has been and is authorized to disburse the pro-	
-4. The collateral will be kept at the address shown at the beginning	of this agreement unless a different address is shown in the	
following space: 5. If the collateral is or is to be attached to, installed in or located or of the real estate is as follows:	•	
7. Any one of the following shall constitute an event of default for violation of any statute or ordinance; or (b) if the Debtor fails to pay promp for its use or operation, or fails to keep the collateral in good repair, or fails to panies acceptable to Bank and with loss payable to Bank as its interest may a physical damage and such other risks, and in such amounts for all risks, as Ban clause (b) the Debtor hereby warrants and agrees to do and perform; or (c) if indebtedness secured hereby when and as any part of such indebtedness shall hin the performance or observance of any covenant or agreement provided her warranty, representation or statement made or furnished; or (f) if the the collateral is levied or seized under any levy or attachment or under any of termination of existence of the Debtor; or (i) the commencement of any bank guarantor or surety for the Debtor; or (j) if the Bank shall feel itself insecure default under the terms of the Guarantee or any independent of the events of dunpaid on the Guaranteesecured hereby shall at the option of Bank, by address shown at the beginning of this agreement (except that no notice of forth in item (g) or item (h) or item (i) for paragraph 7 hereof), be and brights, options, duties and remedies of a secured party under, and the Debtor	the purposes hereof: (a) if the Debtor uses the collateral in only when due all taxes and assessments upon the collateral and keep the collateral insured (with an insurance company or comppear) at all times against fire (with extended coverage), theft, it is shall require, all of which matters and things referred to in this default is made in the due and punctual payment in full of any secome due and payable; or (d) if default is made by the Debtor rein to be performed or observed by the Debtor, or (e) if any shall of the Debtor in connection with this agreement proves to collateral suffers substantial damage or destruction; or (g) if her legal process; or (h) the death, incompetence, dissolution or kruptcy or insolvency proceedings by or against the Debtor or any of or any reason whatsoever, or (k) if there is a betedness quaranteed by the Guarantee fault set forth in paragraph 7 hereof, the full amount remaining notice in writing sent by mail addressed to the Debtor at the fany kind need be given if the event of default is any one set ecome due and payable forthwith, and Bank shall then have the	
Commercial Code of Illinois (regardless of whether such Code or a law similar remedies are asserted), including without limitation the right in Bank to take the right for that purpose without legal process to enter any premises where the lawfully, and Debtor further agrees in any such case to deliver the collateral of said Code of reasonable notification of the time and place of any public disposition is to be made, shall be met by giving the Debtor at least 5 days put time after which any private sale or any other intended disposition is to be made ing after applying the proceeds of disposition of the collateral first to the reasonable like, including the reasonable attorneys' fees and legal expenses incurred by indebtedness secured hereunder. * Or Of item (k)	rethereto has been enacted in the jurisdiction where the rights or possession of the collateral and of anything found therein, and he collateral may be found, provided such entry shall be done to Bank at a place to be designated by Bank. Any requirement sale, or of the time after which any private sale or other intended written notice of the time and place of any public sale or the . The Debtor shall be and remain liable for any deficiency remainmable expenses of retaking, holding, preparing for sale, selling and	
9. Bank may, in the event of default by the Debtor in so doing, obtain insurance, pay taxes, liens or encumbrances, or order and pay for repairs, and all amounts expended by Bank shall, with interest thereon at 7% per annum, constitute indebtedness of the Debtor secured hereby and be payable forthwith; but no such act or expenditure by Bank shall relieve the Debtor from the consequence of such default.		
10. No warranties, express or implied, and no representations, promise writing. The Debtor hereby waives the benefit of any exemption or Homestead ment prohibited by the law of any state shall, as to said state, be ineffective to provisions hereof.	statutes now or hereafter in force. Any provision of this agree-	
11. This agreement and all rights and liabilities hereunder and in and successors and assignment shall be binding upon the Debtor and his, her, its agreement and all rights and obligations hereunder, including matters of const of Illinois. All terms used persons which are defined in the Uniform Commenced.	or their heirs, legal representatives, successors and assigns. This ruction, validity and performance shall be governed by the laws	
Debtor acknowledges that this agreement is and shall be effective upon not be necessary for Bank to execute any acceptance hereof or otherwise to	signify or express its acceptance hereof.	
Executed by the Debtor, thisday of		
	Acme Motor Freight Service, Inc.	
(Corporate seal and attestation by Secretary, if agreement executed by corporation.)	Proceedant	
allus Getill	James Facelone President	
	/	

Exhibit A

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- One (1) 1967 Highway Trailor 40 foot trailor van bearing the following vehicle identification number: 666764-43

SECURITY AGREEMENT

Acme Motor Freight Service, Inc. 3333 S. Iron Si	treet in the City of Chicago
County of	Ois(hereinafter called "Debtor"), hereby grants to O'HARE INTER- id, Chicago, Illinois (hereinafter called Bank), a security interest in s, accessions and equipment now or hereafter attached or appertaining
Description of Collateral: As set forth on Exhibit	t A hereto
to secure payment of and under the guarantee of and James Falcione to Bank of indebtedness of No ("the Guarantee")	even date by Irwin R. Bender, Darrell W. Sutton u-Way Shippers Association, Inc. to Bank
to secure payment of the Dobtor's note or notes of even date herewith is and any and all extensions or renewals thereof in whole or in part, and due or to become due, absolute or contingent, and whether several, join The Debtor warrants and agrees:	also any other indebtedness or liabilities now existing or hereafter arising,
cumbrance or other right, title or interest of any other person, firm or 2. The collateral is used or bought for use, and will be used, pri Personal, family or household purposes, and the Debtor's residence	marily for (check one): is that shown at the beginning of this agreement unless a different
☐ Farming operations, and the Debtor's residence is that shown at the	
Business use, and the Debtor's chief place of business is that shown	
3. Unless a "No" is inserted in the space at the end of this par proceeds of the loan evidenced hereby and by the Debtor's note above receds of the loan directly to, or the Debtor will remit such proceeds directly to the loan directly to the Debtor will remit such proceeds directly to the loan directly to the Debtor will remit such proceeds directly to the loan di	ectly to, the seller of the collateral
5. If the collateral is or is to be attached to, installed in or loc of the real estate is as follows:	cated on real estate in such manner as to become fixtures, the description
and the Debtor will upon demand by Bank furnish a disclaimer or disclessate, of any right, title, interest or lien upon the collateral prior to the 6. The Debtor will not sell or offer or attempt to sell the collat not create or permit to exist any other security interest in or other encur file in any public office covering any property of any kind now or he as the debtor, except the financing statement filed or to be filed in respectively.	security interest of Bank pursuant hereto. Therefore any substitutions or accessions, or any interest therein, and will inbrance upon the collateral. There is no financing statement now on creafter owned by the Debtor, or in which Debtor is named as or signs.
violation of any statute or ordinance; or (b) if the Debtor fails to pay for its use or operation, or fails to keep the collateral in good repair, or f panies acceptable to Bank and with loss payable to Bank as its interest physical damage and such other risks, and in such amounts for all risks, clause (b) the Debtor hereby warrants and agrees to do and perform; or indebtedness secured hereby when and as any part of such indebtedness in the performance or observance of any covenant or agreement provid warranty, representation or statement made or furnished to Bank by or have been false in any material respect when made or furnished; or (f) the collateral is levied or seized under any levy or attachment or under a guarantor or surety for the Debtor; or (i) the commencement of ar guarantor or surety for the Debtor; or (j) if the Bank shall feel itself in default under the terms of the Guarantee or, any 8. Debtor agrees that upon the occurrence of any of the event unpaid on the Guaranteesecured hereby shall at the option of Bar address shown at the beginning of this agreement (except that no no forth in item (g) or item (h) or item (i) of paragraph 7 hereof), be rights, options, duties and remedies of a secured party under, and the I Commercial Code of Illinois (regardless of whether such Code or a law remedies are asserted), including without limitation the right in Bank the right for that purpose without legal process to enter any premises will lawfully, and Debtor further agrees in any such case to deliver the coll of said Code of reasonable notification of the time and place of any disposition is to be made, shall be met by giving the Debtor at least 5 time after which any private sale or any other intended disposition is to be ing after applying the proceeds of disposition of the collateral first to the the like, including the reasonable attorneys' fees and legal expenses incurred indebtedness secured hereunder. * Or of item (k)	fails to keep the collateral insured (with an insurance company or commay appear) at all times against fire (with extended coverage), theft, as Bank shall require, all of which matters and things referred to in this received in the district of default is made in the due and punctual payment in full of any shall become due and payable; or (d) if default is made by the Debtor led herein to be performed or observed by the Debtor, or (e) if any or on behalf of the Debtor in connection with this agreement proves to if the collateral suffers substantial damage or destruction; or (g) if any other legal process; or (h) the death, incompetence, dissolution or my bankruptcy or insolvency proceedings by or against the Debtor or any nascure for any reason whatsoever, or (k) If there is a indebtedness quaranteed by the Guarantee is of default set forth in paragraph 7 hereof, the full amount remaining ask, by notice in writing sent by mail addressed to the Debtor at the otice of any kind need be given if the event of default is any one set and become due and payable forthwith, and Bank shall then have the Debtor shall have the rights and duties of a debtor under, the Uniform similar thereto has been enacted in the jurisdiction where the rights or to take possession of the collateral and of anything found therein, and here the collateral may be found, provided such entry shall be done lateral to Bank at a place to be designated by Bank. Any requirement public sale, or of the time after which any private sale or other intended days prior written notice of the time and place of any public sale or the emade. The Debtor shall be and remain liable for any deficiency remainer easonable expenses of retaking, holding, preparing for sale, selling and red by Bank in connection therewith, and then to the satisfaction of the
9. Bank may, in the event of default by the Debtor in so doing, repairs, and all amounts expended by Bank shall, with interest thereon and be payable forthwith; but no such act or expenditure by Bank shall	ll relieve the Debtor from the consequence of such default.
10. No warranties, express or implied, and no representations, p writing. The Debtor hereby waives the benefit of any exemption or Homent prohibited by the law of any state shall, as to said state, be ineffer provisions hereof.	promises or statements have been made by Bank unless endorsed hereon in mestead statutes now or hereafter in force. Any provision of this agree-ective to the extent of such prohibition without invalidating the remaining
•	f construction, validity and performance shall be governed by the laws
Debtor acknowledges that this agreement is and shall be effective not be necessary for Bank to execute any acceptance hereof or otherwi-	•
Executed by the Debtor, this	ebruary , 19.80
en e	Acme Motor Freight Service, Inc.
(Corporate seal and attestation by Secretary, if agreement executed by corporation.)	James Falcione President
Thub Detell	oames laterene literatura

STATE OF ILLINOIS)

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